

TOWN OF FARMVILLE
Post Office Drawer 368
Farmville, Virginia 23901

Gerald J. Spates, Town Manager
Carol Anne Seal, Town Treasurer

434.392.5686
Fax 434.392.3160



COUNCIL
Sydnor C. Newman, Jr., Mayor
A. D. "Chuckie" Reid, Vice Mayor
David E. Whitus
Sally Thompson
Tommy Pairt
Donald L. Hunter
J.J. "Jamie" Davis
Edward J. Gordon, MD
Lisa Hricko, Clerk of Council

March 11, 2014

Mr. Joseph Thompson
Grants and Local Aid Manager
Virginia Department of Fire Programs
1005 Technology Park Drive
Glen Allen, VA 23059-4500

RE: Town of Farmville
Burn Building Project Update and Project Revision Request

Dear Mr. Thompson:

The Town of Farmville submits this letter for the purpose of a project update and a project revision request. As you are aware, the Town of Farmville procured Wiley/Wilson as the Town's architectural/engineering consultant for Farmville's burn building project, with Mr. Scott Francis as the Project Manager.

Mr. Francis has received cost estimates from two (2) pre-engineered metal building manufactures and two (2) Class B Fuel Gas Prop Systems who have the expertise and experience to construct the Prototype II Class B Fuel Burn Building required by The Virginia Department of Fire Programs (VDFFP). Below are the cost estimates for construction, ranging from \$650,000 to \$725,000.

Pre-engineered Metal Building	
WHP Training Towers	\$ 416,069*
Fire Facilities, Inc.	\$ 400,286**

*Price includes foundation work (building footings, concrete apron, and slab on grade)

**Price includes foundation and slab on grade but not concrete apron.

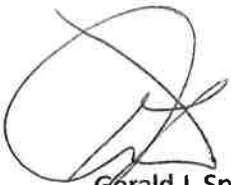
Class B Fuel Gas Prop System	
Kidde Fire Trainers	\$ 242,650
Draeger ILFTS	\$ 300,000

Mr. Joseph Thompson
March 11, 2014
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The Town of Farmville has committed \$119,000 (20%) towards this project, which includes land, site preparation, entrance, parking area, and water/sewer. Unfortunately, the Town of Farmville does not have the necessary cash funds to make up the over \$200,000 cost difference to construct a Prototype II Class B Fuel Burn Building. Therefore, the Town respectfully requests permission to construct a Prototype II Class A Fuel building prop in lieu of the Class B fuel.

The Town of Farmville is committed to bringing a burn building to the Farmville area and appreciates VDFP's consideration of our request. We look forward to hearing from you.

Sincerely,

A handwritten signature in black ink, appearing to read 'Gerald J. Spates', with a large, stylized loop at the beginning.

Gerald J. Spates
Town Manager

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April 8, 2014

**Mr. Joseph Thompson
Grants and Local Aid Manager
Virginia Department of Fire Programs
1005 Technology Park Drive
Glen Allen, VA 23059-4500**

**RE: Town of Farmville
Burn Building Project**

Dear Mr. Thompson:

As the authorized representative for the Town of Farmville, I am responding to your letter dated March 18, 2014 (*attached*) to Dean Farmer, Farmville Fire Department's Assistant Fire Chief, in response to my letter dated March 11, 2014 (*attached*) to you.

On May 31, 2013, the Town of Farmville submitted a Burn Building Grant Application for a Virginia Department of Fire Program's (VDFP's) eligible Prototype II, Class A Building. The Town decided on a Prototype II, Class A Building because it fit the needs of the fire department, it was grant eligible (*according to VDFP's website*), and we were confident it could be built within budget.

On July 11, 2013 Dean Farmer and Cindy Morris, Farmville Town Planner, appeared before the VDFP's Burn Building Subcommittee. The Subcommittee discouraged the Class A Building and strongly recommended that Farmville submit an amended application for a Prototype II, Class B Burn Building by August 16, 2013. For fear of not receiving funding, the Town submitted an amended grant application, making it known to VDFP that with the more expensive building type we were concerned about exceeding \$450,000.

On September 3, 2013, Farmville executed a "Virginia Fire Service Grant Program Agreement" for "Grant for Constructing or Repairing Burn Building or Fire Service Training Facilities" (*attached*).

Department of Fire Programs

APR 10 2014

Administration

Mr. Thompson
April 8, 2014
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At this time, the Town of Farmville is providing the necessary information for alternative number two (2) offered in your letter:

- **Farmville respectfully requests that VDFP allow Farmville to change building types. Enclosed is the original Town of Farmville Application for a Prototype II, Class A Burn Building.**

As I indicated in my letter, dated March 11th requesting permission to construct what the Town initially applied for and could afford, Farmville is committed to bringing a state-of-the-art burn building to the Farmville area that both Farmville and VDFP can be proud of. I am positive that the resolution to this issue will result in an affordable, quality burn building in the Town of Farmville.

Sincerely,


Gerald J. Spates
Town Manager

ENCLOSURES: March 11, 2014 Letter
March 18, 2014 Letter
Burn Building Application for Prototype II, Class A Building

**Copy: Dean Farmer, Farmville Assistant Fire Chief
Cindy Morris, Farmville Town Planner
Scott Francis, Wiley/Wilson
Richard E. Burch, Chair, Virginia Fire Service Board
W.G. Shelton, Jr. Executive Director, VDFP
Christine Lopilato, Director of Finance, VDFP
Don Brown, Division Manager, VDFP
Walt Bailey, Virginia Fire Service Board**

[illegible]



COMMONWEALTH of VIRGINIA

W.G. Shelton, Jr.
EXECUTIVE DIRECTOR

Virginia Department of Fire Programs

Finance Branch
1005 Technology Park Drive
Glen Allen, VA 23059-4500
Phone: 804/ 371-0220
Fax: 804/ 371-3358

March 18, 2014

Assistant Chief Dean Farmer
Town of Farmville
PO Drawer 368
116 North Main Street
Farmville, VA 23901

Dear Chief Farmer:

The Virginia Department of Fire Programs is in receipt of the Town of Farmville's request to change the scope of the Town's Burn Building new construction project from Prototype II, Class B to Prototype II, Class A.

We regretfully have to deny this request. There was previously a discussion regarding the original application submitted by the Town of Farmville requesting a Prototype II, Class A which was later changed due to the cost benefits of a Class B at the Burn Building Sub-Committee (BBSC) on July 11, 2013. The following is extracted from the BBSC's minutes.

Topic: New Construction Application by the Town of Farmville

Motion: NA

Topic Discussion: Dean Farmer, Farmville Assistant Fire Chief, emphasized that the Town of Farmville and three bordering counties with seventeen fire stations representing 410 volunteer firefighters are in dire need of a burn building in their area. Neighboring localities include Cumberland County, Prince Edward County and Charlotte County. The Town of Farmville will serve as the lead locality for the project. The application seeks grant funds to build a Prototype II, Class A – permanent manufactured steel structure. A copy of the grant application and background details were provided.

Chief Farmer stated the facility would provide live fire training to fire service personnel in support of the Firefighter I and Firefighter II training along with drills for new recruits. Presently, the Town of Farmville Volunteer Firefighters travel over 60 miles roundtrip to other burn buildings for their required trainings. Chief Farmer acknowledged that the Farmville's proposed burn building deviates from Virginia Department of Fire Programs' Prototype I and II. The Town is proposing to build a modular structure, where enhancements can be easily made in both height and length in the future to create more firefighter training options.

The Town of Farmville has donated land while the Town's public works department will provide site preparation, an entrance, parking lot, and installation of water and sewer line along with water hook-ups for the burn building. The burn building will be located in an industrial park area on a 2,354 proposed square

feet. The estimated total cost is \$455,287.00. The Town of Farmville is requesting grant funding for \$430,000.00. There will be \$119,687.00 matching/cost share.

Ken Brown requested details on the importance of the building to the area. Donald Hansen emphasized that such construction would be an enhancement as the site will be at a strategic locations which can further allow neighboring communities the chance to train at a closer proximity. Moreover, Mr. Brown asked if there is any agreement in place between the localities that will use the new burn building and other areas. Chief Farmer indicated that Farmville and its neighboring counties do not currently have a formal agreement regarding the utilization of the proposed burn building.

Mr. Brown questioned the Farmville representatives why they required a Class A burn building when in fact it would be more cost efficient and more beneficial if they pursued a Class B. Cindy Moore, Town Planner for Farmville, and Chief Farmer cited financial requirements that could not be met. Ms. Moore indicated that it would be more cost efficient to pursue a Class B burn building. However, their initial intent was to build a Class B.

Discussion ensued which emphasized the importance of Class B along with its benefits. The Sub-Committee members asked the Farmville representatives if they would reconsider and submit an amended application for a Class B within the next 30 days in time for the August 16, 2013 full Virginia Fire Services Board Meeting.

Cindy Moore and Assistant Chief Dean Farmer agreed and will therefore submit an amended application in August 16, 2013.

The Burn Building Subcommittee accepted the application as it was submitted.

Vote: NA

Motion Action: NA

Although we are unable to accommodate your request to change from Prototype II, Class B to Prototype II, Class A we would like to offer Farmville two alternatives:

- 1) Provide Virginia Department of Fire Programs copies of all specifications for the Town's Burn Building so The Structure's Group can review and provide suggestions on modifications to lower cost.

OR

- 2) The Town of Farmville may submit a new application for a Prototype I, Class A Burn Building. If the town chooses this alternative they will need to provide a completed burn building application packet to me by April 18, 2014 in order to be presented to the Burn Building Sub-Committee on May 8, 2014.

If you have any questions, feel free to contact me at my office 804-249-1958 or via email at Joe.Thompson@vdfp.virginia.gov.

Respectfully,



Joseph Thompson
Grant & Local Aid Manager

c: Gerald J. Spates, Town Manager
Richard E. Burch, Chair, Virginia Fire Services Board
W.G. Shelton, Jr., Executive Director, Virginia Department of Fire Programs
Christine L. Lopilato, Director of Finance, Virginia Department of Fire Programs
Don Brown, Division Manager, Virginia Department of Fire Program

Copy
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Dean

VIRGINIA FIRE SERVICE GRANT PROGRAM AGREEMENT

Grant for Constructing or Repairing Burn Building or Fire Service Training Facilities

Statutory Authority: §38.2-401 of the *Code of Virginia*

This Grant Agreement, made as of the 3rd day of September, by and among the VIRGINIA DEPARTMENT OF FIRE PROGRAMS (the "Department"), acting as authorized on behalf of the Virginia Fire Services Board (the "Board"), and Town of Farmville, (the "Grantee"), governs the distribution and use of Fire Services Grant Program moneys, as provided for in §38.2-401 (D) of the *Code of Virginia*.

WHEREAS, §38.2-401 (D) of the *Code of Virginia*, authorizes the Board to determine the distribution of grants to provide regional fire services training facilities; to finance the Virginia Fire Incident Reporting System; and to build or repair Burn Buildings; and

WHEREAS, the Grantee has submitted an application for a grant from the Fire Services Grant Fund Program to assist in funding the construction of or repair to a burn building, or funding the construction of or repair to a regional fire service training facility, Town of Farmville Burn Building together with plans, specifications and project narrative for such project, more specifically described in Attachment A hereto (the "Project"); and

WHEREAS, the Board has approved the Project and has authorized the Department to act on its behalf in the distribution and administration of grants;

NOW, THEREFORE, pursuant to the authority granted to the Board and Department by §38.2-401 (D) of the *Code of Virginia*, and in consideration of the Grantee's adoption and ratification of the representations, terms and conditions as herein provided, and benefits to accrue to the Commonwealth and public from the accomplishment of this Project, the department offers a grant of \$ 480,000.00 to pay eligible Project cost subject to the terms and conditions listed below:

- 1 These funds shall be disbursed by the Department to the Grantee after the Agreement has been signed.
- 2 These funds shall be deposited in an interest-bearing account or normal risk and with a demand restriction, if any, not exceeding 30 calendar days until they are needed. The Grantee must be able to account for both the principle and the interest amounts. Any unused funds, including interest, shall be returned to the Department.
- 3 Unless an extension has been granted by the Department, the construction and/or repair tasks shall be completed, and all documentation pertaining to such activities shall be submitted to the Department on or before 12 months after the grant funds have been disbursed.
- 4 The Department may grant an extension of up to three months beyond the 12 month period to complete the construction and/or repairs, and to submit documentation. Any extension beyond three months must be submitted to the Virginia Fire Services Board for approval.

- 5 The Grantee agrees to carry out and complete all phases of the Project strictly in accordance with the plans, specifications and project narrative. The plans, specifications and project narrative may only be revised or modified with the Board or Department's prior written approval. The Grantee agrees to allow the Board representative access to the Project at all reasonable times to verify compliance with the approved plans, specifications and project narrative.
- 6 The Grantee agrees that no construction or repair work shall commence until the following types of insurance are in place for entities performing any such work, including subcontractors, and these types of insurance shall be maintained at all times while construction or repair work is being performed: (a) an All Risk Builders Risk Property insurance policy based on the completed value of all such work, with exclusions for design errors or defects removed by policy endorsement, and the locality shall be named additional insured in such policy; (b) a Workers' Compensation and Employer's Liability insurance policy covering all workers or employees engaged in such work, and, in case any such work is sublet, each subcontractor shall, similarly, provide Workers' Compensation and Employer's Liability Insurance for all of the subcontractor's workers or employees who are engaged in the work, and in amounts not less than the minimums required by the Code of Virginia and other applicable laws and regulations; (c) a Comprehensive Commercial General Liability insurance policy that provides a minimum level of \$500,000 combined single limit per occurrence, and the locality shall be named as an additional insured party in such policy; and (d) a Comprehensive Automobile Liability insurance policy that will insure against claims for property damage that may arise from the operation of motor vehicles associated with the construction or repair work, with a minimum level of \$500,000 combined single limit per occurrence. Before the commencement of any work, the locality must submit to the VDFP a Certificate of Coverage or Certificate of Insurance indicating that these types of insurance are in effect. All insurance shall be provided by insurers who are licensed to provide insurance in the Commonwealth of Virginia.
- 7 The Grantee agrees to operate and maintain the Project, now existing or built in whole or in part as a result of the Project, as a training facility for a period of 20 years from completion of this Project.
- 8 The Grantee agrees to operate, maintain and use the Project in accordance with the policies adopted by the Board, as amended from time to time.
- 9 Subject to lawful appropriation, the Grantee agrees to repay to the Department a sum which is equal to the pro-rata share (computed monthly) of all monies received under this Grant Agreement based on the period of operation and maintenance as specified in paragraph 7 above in the event that the Project ceases to be available for such specified training purposes prior to the expiration of such period, if such change in availability is due to an act or omission within the sole and direct control of the Grantee.
- 10 Grantee hereby agrees that the Project shall be maintained and operated at all times in a manner designed to prolong the useful life of the Project and that no condition will be allowed to exist that will, or is likely to, lead to a shorter than expected useful life for the Project. The Grantee further agrees to ensure appropriate encroachment factors of surrounding land for a period of 5 years from the completion date of the Project.
- 11 The Grantee represents to the Department that (a) its authorized representative whose signature appears below has read and understands the referenced provisions of the Code of Virginia and the Board's policy entitled "VFSB Burn Building Policy: Fire Service Grant Program, Grant Awards to Construct, Renovate, or Repair Burn Buildings throughout the Commonwealth", adopted thereunder, as amended from time to time, which are hereby incorporated into this Grant Agreement by reference in its entirety; (b) it agrees to comply with all applicable provisions of the Code of Virginia, including if appropriate, the Virginia Public Procurement Act that governs construction of public facilities by private entities. (c) It is duly authorized to enter into this Grant Agreement and to perform its obligations hereunder and has taken all necessary action to authorize such execution and performance.

12 This grant will be fully liquidated in public benefits to the Commonwealth 20 years from the completion date of the Project and the Grantee shall have no further financial obligation to the Commonwealth under this Grant Agreement upon the expiration of such time.

13 To the extent permitted by law, the Grantee shall retain title to the Project and underlying land, and the Grantee shall not release or transfer title without first receiving written approval from the Board prior to such release, which approval shall not be unreasonably withheld.

14 The Grantee agrees to retain all books, records and other documents relative to expenditures of Grant Funds for five years from the completion date of the Project. The Board, the Department and/or State auditors shall have full access to and the right to audit any of these records during the above-referenced period.

15 The Department shall be bound hereunder only to the extent of the Fire Services Grant Funds available or which may hereafter become available for the purpose of this Grant Agreement.

16 This writing constitutes the entire Grant agreement between the parties, supersedes any existing agreement among the parties hereto relative to the matters contained herein, and may be modified only by written amendment executed by all parties.

17 This agreement shall in all respects be governed by the laws of the Commonwealth of Virginia without regard to the legislative or judicial conflict of laws rules of any state.

18 If any provision of this Grant Agreement is determined to be invalid by a court of competent jurisdiction, it shall not render the remaining portions of this Grant Agreement void or unenforceable.

19 This Grant Agreement may be executed in several counterparts, each of which shall be an original and all of which together shall constitute but one and the same instrument.

20 When any written notice or report is required or may be given hereunder, it will be deemed sufficient if the party giving such notice, request, or report delivers the same to the other party by U.S. mail, postage prepaid, or by other superior mailing, or by hand delivery. All notices, request, demands or reports delivered by mail or by hand will be deemed to have been given when received by any party hereto at the following addresses:

Grantee: Such office or mailing address as stated on the Point of Contact Form attached hereto or to such other address of which the Grantee has notified the other parties hereto in writing.

Agency and Board: Virginia Department of Fire Programs
Attn: Burn Building Grant Administration
1005 Technology Park Drive
Glen Allen VA 23059-4500

or to such other address of which the Department has notified the Grantee in writing.

IN WITNESS WHEREOF, the parties hereto have by their duly authorized representatives executed this Grant Agreement as of the date first above written, intending to be bound thereby.

DEPARTMENT OF FIRE PROGRAMS

BY:

Joseph Thompson
Signature of Authorized Representative

9/19/13
Date

Joseph Thompson
Grants and Local Aid Manager

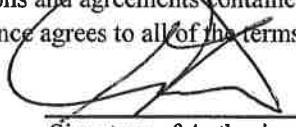
Name: _____

Title: _____

GRANTEE

The Grantee, Town of Farmville does hereby accept and ratify all terms, conditions and agreements contained in this Grant Agreement and does hereby accept the grant and by such acceptance agrees to all of the terms and conditions hereof.

BY:


Signature of Authorized Representative

8/29/2013
Date

Name: Gerald J. Spates

Title: Town Manager